

August 10, 1983

ENVIRONMENTAL IMPACT EVALUATION
INITIAL STUDY AND PROJECT DESCRIPTION

PROPOSED AMENDMENT TO CHAPTER II OF THE NEVADA COUNTY LAND USE AND DEVELOPMENT CODE TO ADD COMMUNICATIONS BROADCASTING AND TRANSMITTING TOWERS TO THE LIST OF USES ALLOWED WITH A USE PERMIT IN THE "FR" FOREST AND RECREATION DISTRICT. (Z83-21)

APPLICANT:

Nevada County Board of Supervisors
Courthouse
Nevada City, CA 95959

PROJECT LOCATION:

Unincorporated territory of Nevada County

CONTACT PERSON:

Sharon M. Bolvin, Planner II
Nevada County Planning Department
10433 Willow Valley Road
Nevada City, CA 95959
Telephone: (916) 265-1440

ENVIRONMENTAL SETTING

The proposed ordinance amendment would only have an effect in the unincorporated area of Nevada County where the provisions of Chapter II of the Nevada County Land Use and Development Code apply.

Nevada County lies within the northern portion of the State of California stretching from the eastern end of the Sacramento Valley across the Sierra Nevada mountain range to the State of Nevada. Its 978 square miles are surrounded by Sierra County to the north, Yuba County to the west, Placer County to the south, and the State of Nevada to the east. The Sacramento area exists approximately 60 miles to the southwest of the Grass Valley-Nevada City area. The Reno, Nevada area lies approximately forty miles to the east of the townsite of Truckee. The Lake Tahoe area lies approximately twelve miles to the southeast of Truckee.

The far western end of the County, or the lower foothill area, begins at an elevation as low as 200 feet and is generally made-up of moderately sloping range land. Common physical characteristics include shallow, residual soils with frequent outcroppings of bedrock, generally young shall stream valleys, and vegetated cover made up of grass and brush with scattered oaks and digger pines. As this area rises in elevation

At approximately 3,000 to 4,000 feet the forest becomes a dominant focus, including pines, firs, incense cedars, madrones and black oak. Terrain becomes steeper in areas and the watershed is dominated by the Yuba River and the Bear River, and reservoirs such as Lake Spaulding, Bowman Lake, etc. At approximately 7,000 feet the Sierra Nevada Range dominates the terrain to the eastern end of the County, including the mountain peaks, small inter-mountain basins, large outcroppings of bedrock and deep, winding canyons. Major watercourses include the Truckee River and Little Truckee River. The forest is made-up of those species resistant to cold weather as a major vegetative type. The area is also a major water conservation area due to the large amount of snowfall.

PROJECT DESCRIPTION

The County's zoning regulations currently limit "radio and television broadcasting facilities, including towers" to the "CH" Highway Commercial, the "R & D" Research and Development, "M1" Light Industrial and "M2" Heavy Industrial Zoning Districts, with a conditional use permit required in each case. Each of those district zonings must be consistent with the current County General Plan in order to be applied.

Radio broadcasting in the Eastern portion of Nevada County has been supplied in part by station KTRT with a broadcast station located in Truckee and a tower located in Placer County. The tower was destroyed by heavy snows last winter, and the new owner of the station wishes to locate a new tower in Nevada County in an area which offers better service than the Placer County location. Properties in the commercial or industrial zoning districts in the Truckee area do not meet the criteria necessary for tower location. The station owner has selected a proposed tower location south of Prosser Creek Reservoir on property proposed to be leased by the applicant from the State of California. The parcel, containing some 152 acres, is zoned "FR-640" Forest and Recreation (with a 640 acre minimum parcel size) and "RA-5" Residential Agricultural (with a minimum parcel size of five acres). Recognizing the service that the station, which is now off the air, provides to the eastern end of the County, the Board of Supervisors has directed the initiation of a zoning ordinance amendment to add radio towers to the list of uses allowed in the "FR" Forest and Recreation District.

Consistent with the Board's direction (Minute Order 83-109), the amendment now under consideration would:

- I. Amend Section L-II 19.5 of the Nevada County Land Use and Development Code (uses allowed in the "FR" Forest and Recreation District with a conditional use permit) to add:
 - K. Communications broadcasting and transmitting towers.

IMPACT ASSESSMENT

It should be recognized that by requiring a use permit for communication towers in the "FR" Forest and Recreation District, the specific, individual impacts of each project can particularly be evaluated during the environmental review on the use permit application. However, depending on the exact location, towers could have an impact on aesthetics, vegetation, soils, roads, water quality (associated with soil erosion) and wildlife. There may also be impacts on communications reception in the area, and on aircraft landing patterns in the vicinity.

The following findings must be made in order for a use permit to be granted, and those findings, along with adequate environmental review, should serve to insure the compatibility of any communication towers proposed in the "FR" Forest and Recreation District:

1. The street is adequate to serve the use.
2. The site is adequate to accommodate the use.
3. The use can be conducted in such a manner that it will have no significant adverse effect on abutting property for the permitted use thereof.
4. The use is consistent with the County General Plan.
5. Adequate public services exist within the project area and are available to serve the project.
6. That a development fee established by Board of Supervisors' Resolution shall be paid to offset the cumulative impacts on the road system within the unincorporated territory of Nevada County.

CONCLUSION

It is suggested that the Advisory Review Committee, Planning Commission and Board of Supervisors can find that the amendment to the zoning ordinance, to add communications broadcasting and transmission towers to the list of uses allowed with a use permit in the "FR" Forest and Recreation District, can be found to have no significant effect on the environment, and that a negative declaration can be declared. The negative declaration recognizes that environmental review will be conducted on any proposed tower project during the processing of the use permit application.

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RECORDED AT THE REQUEST OF

State of California/State Lands Commission
Official Business — Document entitled to free
recording pursuant to Government Code
Section 27383.

WHEN RECORDED MAIL TO

State Lands Commission
1807 - 13th Street
Sacramento, CA 95814
Attention: Title Unit

LEASE NO. 6458.2

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions amending or supplementing Section 1 or 4
Section 3	Description of Lease Premises
Section 4	General Provisions

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **STATE LANDS COMMISSION** (1807 - 13th Street, Sacramento, California 95814), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Administrative Code, and for consideration specified in the Lease, does hereby lease,

demise and let to: City News Service of Los Angeles, Inc.

hereinafter referred to as Lessee:

WHOSE MAILING ADDRESS IS: 304 South Broadway, Suite 520

Los Angeles, California 90013

those certain lands described in Section 3 subject to the reservations, terms, covenants and conditions of this Lease.

LEASE TYPE: General Lease - Industrial Use

LAND TYPE: Schoolland **LOCATION:** Truckee, Nevada County

LAND USE OR PURPOSE: A M Radio Transmitting Antenna and appurtenant road and utility
rights of way, and equipment building

TERM: Twenty-five (25) years; beginning July 21, 1983

ending July 20, 2008, unless sooner terminated as provided under this Lease.

CONSIDERATION: \$ 900.00

subject to modification by Lessor as specified in Paragraph 2(b) of Section 4.

LAND DESCRIPTION

All that real property situate in the County of Nevada, State of California, being a portion of the Northeast one-quarter (1/4) of Section 36, Township 18 North, Range 16 East, Mount Diablo Meridian described as follows:

COMMENCING at a "3/4 inch iron pin tagged L.S. 3331, accepted C 1/4 Sec. 36" shown on record of survey filed in Book 5 page 42 in the office of the Recorder of said County; thence N 88° 12' 41" E, 2618.82 feet along the north line of the SE 1/4 of said section to the E 1/4 corner of said section as shown on said record of survey; thence N 41° 47' 48" W, 1292.36 feet to the TRUE POINT OF BEGINNING, a 5/8 inch rebar tagged L.S. 4154; thence N 5° 30' 56" E, 420 feet to a 5/8 inch rebar tagged L.S. 4154; thence N 84° 29' 04" W, 420 feet, to a 5/8 inch rebar tagged L.S. 4154; thence S 5° 30' 56" E, 420 feet, to a 5/8 inch rebar tagged L.S. 4154; thence S 84° 29' 04" E, 420 feet to the point of beginning.

TOGETHER WITH an easement and right of way for road purposes over, through, and across a strip of land 50 feet in width lying 25 feet on each side of the following described centerline:

Beginning at a point N 5° 30' 56" E, 445 feet from the point of beginning of the above land description; thence N 84° 29' 04" W, 802.50 feet to the beginning of a tangent curve to the left; thence along said curve to the left having a radius of 300 feet, a central angle of 44° 19' 44", 232.11 feet to the beginning of a curve to the right; thence along said curve to the right having a radius of 300 feet, a central angle of 34° 03' 48", 178.36 feet; thence 680 feet more or less to the westerly line of the NE 1/4 of said section 36.

ALSO TOGETHER WITH an easement for utility and related purposes, said easement being a 10 foot wide strip of land lying 5 feet on each side of the following described centerline.

BEGINNING at a point in the north line of the above described 420 foot square parcel of land, said point being S 84° 29' 04" E, 30.54 feet from the most north westerly corner of said parcel.

SECTION 4 GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental:

Lessee shall pay the annual rental as stated in Section 1 or 2 to Lessor without deduction, delay or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Royalty or other consideration:

Lessee shall pay a royalty or other consideration in the amount, method and manner as specified in Section 1 or 2.

(3) Non-Monetary Consideration:

If a monetary rental, royalty, or other consideration is not specified in Section 1 or 2, consideration to Lessor for this Lease shall be the public use, benefit, health or safety, as appropriate, however Lessor shall have the right to review such consideration at any time and to set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State. Lessee shall notify Lessor within ten (10) days in the event that the public is charged any direct or indirect fee for use and enjoyment of the Lease Premises.

(b). Modification

Lessor may modify the amount or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. Any modification of the amount or rate of consideration made pursuant to this paragraph shall conform to Title 2, Division 3 of the California Administrative Code and no such modification shall become effective unless Lessee is given written notice at least sixty (60) days prior to the effective date.

(c) Penalty and Interest

Any installments of rental, royalty, or other consideration accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and Section 2.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General:

Lessee shall use the Lease Premises only for the purpose or purposes stated in Section 1 or 2 and only for the operation and maintenance of the improvements authorized in Section 1 or 2. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this lease. Thereafter Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Repairs and Maintenance:

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and safe condition.

(c) Additions, Alterations and Removal:

(1) Additions — No improvements other than those ex-

pressly authorized in Section 1 or 2 of this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements and within sixty (60) days after completing them.

(2) Alteration or Removal — Except as provided under this Lease, no alteration or removal of existing improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(d) Conservation:

Lessee shall practice conservation of water and other natural resources and shall prevent pollution and harm to the environment in or on the Lease Premises.

(e) Enjoyment:

Nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises as provided under this Lease.

(f) Discrimination:

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age, or physical handicap.

(g) Residential Use:

Unless otherwise allowed under this Lease, improvements on the Lease Premises shall not be used as a residence or for the purpose of mooring a floating residence.

5. RESERVATIONS, ENCUMBRANCES AND RIGHTS-OF-WAY

(a) Reservations:

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to oil, coal, natural gas and other hydrocarbons, minerals, aggregates, timber and geothermal resources, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources, however such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purpose associated with this Lease or for carrying out any function required by law, or the rules, regulations or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease, however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances:

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances and claims and it is made without warranty by Lessor of title, condition or fitness of the land for the stated or intended use.

(c) **Rights-of-Way**

If this Lease is for a right-of-way covering one or more pipelines or conduits, the Lease Premises include only land actually underlying the pipelines or conduits, and Lessor hereby grants to Lessee a non-exclusive right to go onto the lands adjacent to the Lease Premises as is reasonable and necessary for installation, inspection and maintenance of the pipelines or conduits.

6. RULES, REGULATIONS AND TAXES

(a) Lessor and Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee recognizes and understands in accepting this Lease that it may be liable for a possessory interest tax imposed by a city or county on its leasehold interest and that its payment of such a tax shall not reduce the amount of consideration due Lessor under this Lease and that Lessor shall have no liability for the payment of such a tax.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, occurring on the Lease Premises or improvements, or arising out of or connected in any way with the issuance of this Lease.

(b) Lessee shall give prompt notice to Lessor in case of any accident, injury or casualty on the Lease Premises.

8. LIABILITY INSURANCE

(a) If so specified in Section 1 or 2, Lessee shall obtain at its own expense and keep in full force and effect during the Lease term with an insurance company acceptable to Lessor comprehensive liability insurance, for specified categories and amounts, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State as an additional insured or co-insured party as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current.

(c) The liability insurance coverage specified in this Lease shall in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved by Lessor or restored pursuant to Paragraph 13.

9. SURETY BOND

(a) If so specified in Section 1, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants and conditions of this Lease.

(b) Lessor may increase the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor.

(b) This Lease shall be appurtenant to littoral or riparian land and any ownership interest or use rights of Lessee in such lands and it shall not be severed from such rights or interests without the prior written consent of Lessor.

11. DEFAULT AND REMEDIES

(a) **Default:**

The occurrence of any one or more of the following events shall constitute a default or breach of this Lease by Lessee:

(1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease.

(2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease.

(3) Lessee's vacation or abandonment of the Lease Premises during the Lease term.

(4) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of sixty (60) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such sixty (60) day period and diligently proceeds with such cure to completion.

(b) **Remedies:**

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises.

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice Lessee shall immediately surrender possession of the Lease Premises to Lessor.

(3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as they become due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises.

(4) Exercise any other right or remedy which Lessor may have at law or in equity.

12. LESSEE'S TERMINATION

Lessee may terminate this Lease for any reason upon giving Lessor at least sixty (60) days prior written notice. Lessee agrees that on the effective date of termination it shall responsibly leave and

13. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Lease Premises, as then improved with structures, buildings, pipelines, machinery, facilities and fills in place; or Lessor may require Lessee to remove all or any portion of such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All such removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days of the expiration or sooner termination of this Lease.

14. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition or any other default or breach of any term, covenant or condition of this Lease.

(b) Time:

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice:

All notices required to be given under this Lease shall be given in writing, sent by United States mail with postage prepaid, to Lessor at the offices of the State Lands Commission and to Lessee at the address specified in Section 1. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent:

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes:

This Lease may be terminated and its term, covenants and

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On this 15th day of July, in the year 1983, before me

_____, personally appeared

Gladys Gomez, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



N. VANDAO
Signature of Notary Public

N. VANDAO
Printed or Typed Name of Notary Public

LESSEE City News Service of Los Angeles, Inc.

BY: Gladys Gomez
GLADYS GOMEZ
Secretary
July 15, 1983

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: Fred J. Gomez
Deputy Chief
Title Management and Conservation
Date JUN 21 1984

ACKNOWLEDGEMENT

The issuance of this lease was authorized by the State Lands Commission on 7-21-83
(Month Day Year)

13. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor may accept all or any portion of the Lease Premises, as then improved with structures, buildings, pipelines, machinery, facilities and fills in place; or Lessor may require Lessee to remove all or any portion of such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All such removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days of the expiration or sooner termination of this Lease.

14. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Lease Premises.

15. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month-to-month and not an extension of the Lease term and shall be on the terms, covenants and conditions of this Lease with rental, royalty or other consideration payable in

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition or any other default or breach of any term, covenant or condition of this Lease.

(b) Time:

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice:

All notices required to be given under this Lease shall be given in writing, sent by United States mail with postage prepaid, to Lessor at the offices of the State Lands Commission and to Lessee at the address specified in Section 1. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent:

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes:

This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented by mutual agreement of the parties.

(f) Successors:

The terms, covenants and conditions, of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties and if more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

TIMBERLAND CONVERSION CHECKLIST FOR
PROPOSED SUBDIVISIONS

PURPOSE: To assist both State and Local Agencies in the determination of whether or not a proposed subdivision of land falls within the scope of PRC, Art. 9, Section 4621 (and related regulations in CAC Title 14, Art. 7, Section 1100-1112). That is, whether or not there is to be a conversion of timberland to non-timberland use and whether a Timberland Conversion Certificate should be applied for.

Name of person to contact for more information:

NAME TERRY CASTLE, RAYMOND VAIL & ASSOCIATES

ADDRESS POST OFFICE BOX 879, TAHOE CITY, CA 95730

TELEPHONE (916) 583-3417 DATE AUGUST 17, 1983

YES

NO

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☐

1. Is the land available for, and capable of, growing a crop of trees of any commercial species (14 CAC 931) used to produce lumber or other forest products (4526 PRC)-Soils information is available from S.C.S.

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2. Is the proposed subdivision area greater than 3 acres.

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3. Are any proposed lot sizes in this project less than 3 acres.

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4. Has any of the project area been logged within the past 5 years (if no-go to question 6).

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5. Has a satisfactory report of stocking been filed and approved (4587PRC).

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6. Is the project current zoning in Timber Production Zone (TPZ)?

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS

120 "N" STREET

SACRAMENTO, CA 95814

(916) 322-3090



August 25, 1983

Ms. Sharon M. Boivin
Planner II
Nevada County Planning
Department
10433 Willow Valley Road
Nevada City, CA 95959

Dear Ms. Boivin:

This is in response to your request for our comments on the Amendment to Section L-11: 19.5 of the Nevada County Land Use and Development Code to add "communications broadcasting and transmitting towers" to uses allowed with a Conditional Use Permit in the "FR" Forest and Recreation District.

It is our understanding that the action proposed will allow the above-mentioned use of 152 acres located south of Prosser Creek Reservoir in Nevada County, which is approximately five miles north of the Truckee-Tahoe Airport.

Our concern would focus upon any significant impact that a transmitting tower would have on aircraft arriving and departing the airport. Without knowing the exact location or intended height of the tower, we cannot assess the potential for said impact.

Sincerely,

MARK F. MISPAGEL, Chief
Division of Aeronautics

Dave Nelson
Environmental Planner

notified w/ 483-35

RECEIVED

AUG 28 1983

NEVADA COUNTY
PLANNING DEPARTMENT

**Truckee Fire Protection District
of Nevada County**

Post Office Box 686
Truckee, California 95734

August 30, 1983

Dale Creighton
Nevada County Planning Department
10433 Willow Valley Road
Nevada City, CA 95959

RE: THE CITY NEWS SERVICE OF LOS ANGELES, INC.
(U83-35. EIS 83-60)



U.S. Department
of Transportation
Federal Aviation
Administration

San Francisco Airports District Office
831 Mitten Road
Burlingame, CA 94010

September 7, 1983

Ms. Sharon Boivin
County of Nevada Planning Department
10433 Willow Valley Road
Nevada City, California 95959


Dear Ms. Boivin:

File U83-35 and EIS83-60
KTRT Radio Antenna

Per our discussion, enclosed is information regarding the requirement for notice of proposed construction at the site. We do not have any environmental comments on the proposal.

If you have any questions, please call me at (415) 876-2779.

Sincerely,


JOHN L. PFEIFER
Airport Planner

MICHAEL J. MAVRAKIS
Manager, Airports District Office

Enclosures

RECEIVED

SEP 12 1983

COUNTY OF NEVADA
PLANNING DEPARTMENT



Edward Warren: First American Aloft

file

COUNTY OF NEVADA

PLANNING DEPARTMENT

10433 Willow Valley Road
Nevada City, California 95959
(916) 265-1440

September 13, 1983

Mr. Terry Castle
Raymond Vail & Associates
P.O. Box 879
Tahoe City, CA 95730

RE: U83-35 Use Permit Application of City News Service of Los Angeles,
Inc. - radio tower - Truckee

Dear Terry:

In processing the subject use permit application we forwarded a request for comments to the Federal Aviation Administration. We have heard back from Mr. John L. Pfeifer, Airport Planner, who has indicated to us by telephone that the subject project may require a Notice of Construction to be filed with the FAA.

Enclosed are the appropriate regulations sent to us by Mr. Pfeifer and now being forwarded to you for your information. We note that the proposed tower appears to be about 15,000 feet away from the edge of the airport property. You should review the enclosed regulations and determine if FAA approval is required. A copy of the notice form is also being sent to the applicant.

As you know from receipt of a meeting agenda, your project is scheduled for ARC review on Wednesday, September 21, 1983, at 9:00 a.m. in the Planning Department Conference Room of the HEW Building at 10433 Willow Valley Road, Nevada City, California. See you then.

DEPARTMENT OF PUBLIC WORKS MEMORANDUM

Date: September 20, 1983

File: U 83-35

To: Donald R. Riolo, Planning Director
Attention: Dale Creighton, Planner II

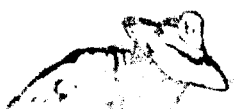
From: Terrance E. Lowell, Director
By: John C. Spencer, Engineering Technician II J.S.P.

Subject: Use Permit 83-35, City News Service of Los Angeles

This Department has no recommended conditions of approval for the subject project.

JCSp:ga

m



NEVADA COUNTY HEALTH DEPARTMENT

Division of Environmental Health

10433 Willow Valley Road
Nevada City, CA 95959
(916) 265-1452



10994 Donner Pass Road
P.O. Box 2693
Truckee, CA 95734

NOTICE OF PUBLIC HEARING


PUBLIC HEARING TO BE HELD BEFORE THE NEVADA COUNTY PLANNING COMMISSION ON THURSDAY, OCTOBER 13, 1983, TO CONSIDER 1) ZONE CHANGE FOR PROPERTY OWNED BY THE STATE OF CALIFORNIA TO "FR", AND 2) USE PERMIT APPLICATION OF THE CITY NEWS SERVICE OF LOS ANGELES FOR A RADIO TOWER, BOTH FOR PROPERTY OFF PROSSER DAM ROAD NORTHEAST OF TRUCKEE, CALIFORNIA. (Z83-22, U83-35) DISTRICT V.

Notice is hereby given that on Thursday, October 13, 1983, at 1:30 p.m., or as soon thereafter as the matter may be heard, in the Truckee Tahoe School District Conference Room, Donner Pass Road, Gateway, Truckee, California, the Nevada County Planning Commission will hold a public hearing to consider the following: 1) Zone Change petition to amend Zoning District Map No. 138 from the current "RA-5", Residential Agricultural, five-acre minimum parcel size, to establish and "FR", Forest and Recreation Zoning District; and 2) Use Permit application of the City News Service of Los Angeles, Inc., to install a radio tower for radio station KTRT proposed as 198' high with a 10'x10' transmitter building at its base. The subject property consists of 140 acres located on the easterly side of Prosser Dam Road south of Prosser Creek Reservoir, northeast of Truckee. The property is designated "Estate on the General Plan. A legal description of the property is on file at the Planning Department, 10433 Willow Valley Road, Nevada City, California.

A person wishing to offer testimony on any matter to come before the Planning Commission should appear at the public hearing.

NEVADA COUNTY PLANNING COMMISSION
Donald R. Riolo, Ex-Officio Secretary

By:


Jo Ann Taylor, Clerk

Publish: September 29, 1983
Sierra Sun

Mailing: September 30, 1983
or before

PROOF OF PUBLICATION
(2015.5C.C.P.)

This space is for the County Clerk's Filing Stamp

STATE OF CALIFORNIA

County of Nevada

I am a citizen of the United States and a resident of the County foresaid; I am over the age of eighteen years, and not a part to or interested in the above-entitled matter. I am the principal clerk of the printer of the Sierra Sun, a newspaper of general circulation printed and published every Thursday, in Truckee, County of Nevada, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Nevada, State of California, under the date of April 4, 1952. Case Number 10101; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

September 29,

all in the year 1983

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Truckee,

California, this 29 day of Sept. 19 83


SIGNATURE

Proof of Publication of

Notice of Public Hearing

NOTICE OF PUBLIC HEARING
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A person wishing to offer testimony on any matter to come before the Planning Commission should appear at the public hearing.

NEVADA COUNTY PLANNING COMMISSION
Donald R. Riolo, Ex-Officio Secretary

By: Jo Ann Taylor, Clerk

SS 9/29/83

PROOF OF PUBLICATION

STAFF REPORT

October 13, 1983

TO: Nevada County Planning Commission

FROM: Nevada County Planning Department

SUBJECT: (1) Amend "FR" Forest and Recreation District to add communication broadcasting and transmitting structures to list of uses allowed with a use permit (Z83-21),

(2) Petition of Nevada County Board of Supervisors to rezone 140 acres owned by State of California, south of Prosser Creek Reservoir, from "RA" Residential Agricultural to "FR" Forest and Recreation (Z83-22); and

(3) Use permit application of City News Service of Los Angeles, Inc. for a radio tower for KTRT radio station on property being leased from the State of California, south of Prosser Creek Reservoir (U83-35).

FACTUAL DATA:

Radio station KTRT has served the Truckee-Lake Tahoe area for a number of years through a radio tower located off State Highway 267 in Placer County. The tower was destroyed by heavy snow during the 1982-83 winter. Deciding to develop a new tower location in Nevada County, to provide improved service to Truckee, the station owner, City News Service of Los Angeles, Inc., found that the ability to apply for radio towers is limited to the "CH" Highway Commercial, "R&D" Research & Development, and "MI" Light Industrial Districts. None of the commercial or industrially - zoned areas in the immediate Truckee area meets the criteria necessary for tower location.

The station owner subsequently selected a proposed tower location south of Prosser Creek Reservoir on property now leased by the company from the State of California. The 4.05 acre leased parcel is a portion of a 140 acre parcel which lies on the southeast side of Prosser Dam Road, east of that road's intersection with State Highway 89, northeast of Truckee. The parcel is zoned "RA-5" Residential Agricultural and is recommended for Estate on the County General Plan.

After selecting the appropriate site for the tower, the company approached the County Board of Supervisors with a request that the Board initiate a zoning ordinance amendment which would add radio towers to the list of

Forest and Recreation. The station owner was advised by County Counsel that the use permit application for the tower could be processed coincidentally with the ordinance amendment and property rezoning.

Attached is the initial study for each of the three projects now under consideration, which projects are identified as follows:

1. Petition of the Nevada County Board of Supervisors to amend Section L-II 19.5 of the Nevada County Land Use and Development Code (uses allowed in the "FR" Forest and Recreation District with a conditional use permit) to add:

K. Communications broadcasting and transmitting structures.
2. Petition of the Nevada County Board of Supervisors to amend Zoning District Map No. 138 to rezone 140 acres owned by the State of California from "RA-5" Residential Agricultural to "FR" Forest and Recreation District.
3. Use permit application of City News Service of Los Angeles, Inc. for a 198 foot radio tower located on a 4.05 acre parcel being leased by the applicant from the State of California. The subject property lies southeast of Prosser Dam Road, south of Prosser Creek Reservoir, and is proposed to be rezoned from the current "RA-5" Residential Agricultural (five acre minimum) District to "FR" Forest and Recreation.

The initial study includes the description of each project along with a description of potential impacts. The Advisory Review Committee considered each project on September 21, 1983, and has found the initial studies complete and recommended for a negative declaration on each.

STAFF COMMENT:

It can be expected that neither the zoning ordinance amendment or property rezoning will be controversial, but the public reaction to the radio tower will be unknown until the public hearing which will be held in Truckee. The tower site is almost barren of any significant vegetation and is quite visible from most nearby properties. Development, however, will be limited to an 18 inch wide tower, standing 198 feet tall and secured by three guy wires which will extend to three points 100 feet from the tower within the 420 by 420 foot site (4.05 acres). A 12 by 15 foot transmitter building, maximum height of 12 feet, will be built adjacent to the tower, and the tower, building and guys will be enclosed within an eight foot high chain link fence with three strands of barbed wire on top. An existing dirt road from Prosser Dam Road will serve the site which will be visited infrequently by maintenance personnel. The properties to the south are developed and used residentially, as noted on the attached area map, and the remaining properties are either relatively undeveloped or used recreationally.

The impacts of the tower are essentially aesthetic. Because of proximity to the Truckee-Tahoe Airport, the project will be evaluated by the Federal Aviation Administration for air traffic safety. Testimony

offered at the public hearing will have to be evaluated on the basis of the findings required to be made for the granting of a use permit. Required findings are summarized as follows:

III. Use Permit - Approve the use permit for the radio tower and

- B. The project will generate very minimal traffic limited to maintenance personnel, and the private road serving the facility from Prosser Dam Road is adequate to accommodate that traffic.
 - C. Conditions requiring landscaping and earth-tone colors on all structures are intended to enhance the compatibility of the project so that the use is conducted in such a manner that it will have no significant adverse aesthetic effect on nearby properties or the permitted use thereof.
 - D. The use is not inconsistent with the Nevada County General Plan.
 - E. Public services needed to serve the project (i.e. power and roads) are existing within the area and adequate to serve the proposed use.
 - F. The project is not expected to generate any cumulative impacts which would necessitate the payment of development fees to the Nevada County Department of Public Works.
 - G. The conditions attached to the permit are necessary to promote, protect and secure the public health, safety and welfare.
- V. Environmental Review on Use Permit - In approving the use permit, the Commission may find that although the use could have a significant effect on the environment, there will not be a significant effect in this case because of mitigation measures attached as conditions on the use permit, and the staff is directed to file a negative declaration on the project with the County Clerk.

#

1-5-I Attachments

cc: City News Service of Los Angeles, Inc., P. O. Box 1365,
Crystal Bay, Nevada 89402

Terry L. Castle, RVA, P. O. Box 879, Tahoe City, Ca. 95730

MOTION passed by roll call vote (3-0-2): YES: Beisswinger, Davidson, Dwan, NOES: None; ABSENT: Johnson, Smith.

283-22 U83-35 Zone change for the State of California and use permit application for City News Service of Los Angeles

Assistant Planning Director Parillo presented the application noting the use permit involved a parcel 4.05 ac. in size, contained within a larger 150 acre parcel. The property is owned by the State of California and the rezoning application from "RA-5" to "FR" covers the entire parcel. The rezoning is compatible with the surrounding area.

The 4.05 acre parcel for the use permit is located in the center of the larger parcel. It will contain a 198' tower, 18" wide, with wire guides. There will be no permanent employees on the site, but maintenance personnel will visit from time to time. Proposal is for 8' chain link fence around entire 4.05 acre site. Landscaping is being proposed spotted around the fence line in random manner to better blend in with existing vegetation coverage on the property. Site is about 1500' from the closest residence. Mr. Parillo noted that staff had received no comments from the public on the application. Staff recommendation for approval was reviewed for the Commission.

Chairman Dwan asked about the request for approval of a future building and if this was normal procedure. Mr. Parillo noted it would be an accessory use and could be approved at this point. Chairman Dwan noted he would prefer to have a stated size for this building. He also questioned condition G asking for the tower to be painted an earth-tone color and if the FAA required something different.

Mr. Parillo noted he would recommend elimination of condition H and call out representations in an individual form to be made a part of the use permit.

Chairman Dwan opened the public hearing.

Mr. Carl Crass, KTRT representative, noted one discrepancy in the staff report as they are proposing to building the fence only around the tower and building, not the entire 4.05 acres. Chairman Dwan asked if the proposed future addition for the generator would be enclosed within the fence. Mr. Crass verified it would.

Chairman Dwan asked about contact with the FAA. Mr. Crass noted they had to submit an application but the FAA does not require anything as the tower is below 200' in height and is 60' below the level of the airport. He also noted that the tower will not be lit.

In discussion of paint color, Mr. Crass noted he felt a galvanized tower would blend in better than painting it.

Mr. Dwan questioned about size of second building. Mr. Crass stated he would have to find out about size of generator. Mr. Dwan stated he felt they should make some sort of size limitation on the approval. Mr.